



REQUEST FOR QUOTATION FAX ON DEMAND

Arizona Game and Fish Department
Purchasing Office
2221 West Greenway Road
Phoenix, AZ 85023

RFQ NO.: QF06-034-J

Quotations will be accepted until 5:00 p.m.
on May 1, 2006.

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Date: April 18, 2006

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, FOB including all charges, including applicable taxes. Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. **NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office at (602) 542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.**

This procurement is expected to be between \$1,000.00 and \$50,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchases under \$50,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S §41-1001-14). **BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION, AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE.**

DELIVERY POINT:

Arizona Game & Fish Dept
2221 West Greenway Rd.
Phoenix, AZ 85023

Representative: Barbara Jewett
Phone No.: 602-789-3456
FAX No.: 602-789-3922

VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
1	3	EA	Utility ATV, 2006 Kawasaki Mule 3010, hardtop, equal as per specifications outlined on page 8 of 9. Year Quoted: _____ Make & Model Quoted: _____ Colors Available: _____ Options: Oil pressure gauge Volt meter Back screen Removable windshield Hour meter/tachometer	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____
2	1	EA			
3	3	EA	Extended Warranty 18 months Extended Warranty 24 months Extended Warranty 36 months Extended Warranty (other) ____ months	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip	Phone #

Delivery is promised within _____ calendar days after receipt of an order. If payment is made within _____ days after receipt of goods or services, the buyer is entitled to a discount of _____% on the above-listed price(s).

_____	_____	_____
Signature	Date	Typed Name and Title

Tax ID No. _____ "AN EQUAL OPPORTUNITY AGENCY" **FAX No.:** _____



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Item	Qty	Unit	Description	Unit Price	Extended Price
			<p><u>Vendor Certification:</u></p> <p>Small Business</p> <p>A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.</p> <p>_____This company is a small business concern. _____This company is not a small business concern.</p> <p>Minority Business Enterprise</p> <p>A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business</p>		

that is at least 51 percent owned by one or more minorities or women.

In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act.

This company is (Please check all that apply):

☐ African American ☐ Native American
☐ Asian ☐ Other
☐ Hispanic ☐ Woman-Owned


NOTE: PRICE INCLUDES ALL DELIVERY & INSTALLATION CHARGES. NO ADDITIONAL CHARGES WILL BE ALLOWED. ALL ACCESSORIES SHALL BE INSTALLED TO THE AGFD'S APPROVAL.

Subtotal \$ _____

Tax (_____)% \$ _____

GRAND TOTAL \$ _____

THIS IS NOT A PURCHASE ORDER

	SPECIAL TERMS AND CONDITIONS	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>QF06-034-J</u>	
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1. PURPOSE

The purpose of this solicitation is to purchase a multi-purpose utility vehicle for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. CIVIL RIGHTS NOTIFICATION

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

3. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement will be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:


- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

4. NEW EQUIPMENT

All equipment supplied pursuant to this specification shall be new, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce.

5. BRAND NAME OR EQUAL SPECIFICATION

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Any offer which proposes equal quality, design, or performance will be considered if the product offered is identified in the quote, including sufficient technical information, and is determined by the State to be an equal in all material respects to the brand name product referenced in the solicitation. The AGFD shall have sole discretion in determining whether or not the brand quoted is an equal.

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4. INSURANCE

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE:

Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Fire Legal Liability	\$ 25,000
Blanket Contractual Liability – Written and Oral	\$ 500,000
Each Occurrence	\$ 500,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.


Combined Single Limit (CSL)	\$ 500,000
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The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

3. Worker's Compensation and Employers' Liability

A. Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

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Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.


- B. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

ADDITIONAL INSURANCE REQUIREMENTS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (*Barbara Jewett, Arizona Game and Fish Department, 2221 W. Greenway Rd., Phoenix, AZ 85023*) and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

	SPECIAL TERMS AND CONDITIONS	Arizona Game and Fish Department Purchasing Office
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All certificates required by this Contract shall be sent directly to (*Barbara Jewett, Arizona Game and Fish Department, 2221 W. Greenway Rd., Phoenix, AZ 85023*). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

6. **INDEMNITY**

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions will be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions will be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.

7. **METHOD OF PAYMENT**

The vendor shall be paid within 30 days of the receipt of an itemized invoice. All payments shall be made in arrears.


8. **WARRANTY**

All equipment purchased on this bid shall be purchased from one Contractor. That one Contractor shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. AGFD will require a minimum of One Year Bumper to Bumper warranty for this vehicle.

9. **TRANSPORT**

The Contractor shall be fully responsible for the transport of the equipment to and from the AGFD destination point, and for the correction of items of workmanship not in compliance with the specifications.

The Contractor shall be responsible for any loss of or damage to AGFD property while such property is in his possession and/or subject to his control.

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10. DELIVERY

Delivery is desired as soon as possible, but required no later than 30 days after receipt of order.

Bid prices will be F.O.B. Destination, including all delivery and installation charges. All risks of transportation and all related charges will be the responsibility of the contractor. All claims for visible or concealed damage will be filed by the Contractor. The State will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

Delivery will be accomplished during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.


11. ACCEPTANCE

Each item delivered shall be subject to a complete inspection by AGFD prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials.

Thirty calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty calendar days shall be allowed for inspection when subsequent deliveries occur.

12. ESTIMATED QUANTITIES

The quantities listed in the RFQ are estimates only. Actual quantities purchased may vary from estimates. The State reserves the right to purchase greater or lesser quantities than indicated without penalty.

	SPECIFICATIONS		Arizona Game and Fish Department
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1. PURPOSE

The purpose of this solicitation is to purchase a multi-purpose utility vehicle, Kawasaki Mule 3010 or equal for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. SPECIFICATIONS

Upon evaluation, AGFD will purchase a Kawasaki Mule 3010 ATV or equal.

- 4 x 4
- Minimum 617 cc engine
- 4 stroke engine
- Electric start
- Automatic Transmission
- Selectable four wheel drive
- Rear locking differential
- Rack and pinion steering
- MacPherson strut front suspension/DeDion rear suspension
- Seating for two
- Tilting steel cargo bed
- Minimum 1,200 lbs towing capacity
- Minimum of 25 mph
- Hydraulic brakes
- Minimum 5 gal fuel capacity
- Box Capacity 800 lbs
- MFG MSO and invoice, 2 keys, and owner's manuals (must be delivered with the product)



SPECIFICATIONS

SOLICITATION NO. QF06-034-J

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ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE			
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
State of Arizona and Arizona Game and Fish Department-as additional insured Any and all contracts with Arizona Game and Fish Department.					
CERTIFICATE HOLDER		<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
The State of Arizona and Arizona Game & Fish Department Purchasing Office 2221 W Greenway Road Phoenix, AZ 85023-4399		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL NOTICE BY MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, X NOT ADVISE THE POLICYHOLDER BY MAIL OR BY FIRST CLASS MAIL OR BY REGISTERED MAIL X ADVISE THE POLICYHOLDER BY MAIL OR BY FIRST CLASS MAIL OR BY REGISTERED MAIL AUTHORIZED REPRESENTATIVE			

ACORD 25-S (7/97)

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